

TO: Honorable Robert D. Drain

RE: Docket Number 05-44481 (RDD)
United States Bankruptcy Judge - Southern District of NY
One Bowling Green
New York, NY 10004 -1408

Honorable Robert D. Drain:


I object to the June 1, 2009 Master Disposition Agreement, Article 9.5.11. This article declares that severance payments will be terminated upon the closing date (emergence date). You can view the agreement (.pdf) on www.delphidocket.com. Article 9.5.11 is on page 70

I believe that we have a legal, enforceable contract entered introduced during bankruptcy and I expect it to be fulfilled by Delphi, as it has been fulfilled by you. My severance payments were provided in exchange for my waiver of certain rights via the Release of Claims (severance payments are not a Delphi provided benefit). Here are the points of objection:

- 1) Severance payment entitlement is by contract (Separation Agreement).
- 2) Employees waived certain rights (Release of Claims) to receive severance. (I provided an item of value to Delphi in exchange for severance payments)
- 3) The contracts were entered into during bankruptcy.
- 4) Severance payments are a contract liability (not a Delphi provided benefit).
- 5) I have a valid / binding / legal contract and you expect it to be honored.

The effective date of my contract is April 1, 2009, which is my retirement date. I must also mention that retirees have already been affected by benefit termination and pending pension reduction (transfer to PBGC). The total liability for continued severance payments is low, and that the liability is short term (mine expires ~Oct. 2009). If the severance payment is denied on the July 23, 2009 court date, I personally will be shorted 2 ½ month's salary which was committed to me by contract.

I strongly urge you to deny this Delphi request to terminate severance payments. Thank you for your time in this matter.


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